

CABANILLAS & ASSOCIATES, P.C.

ATTORNEYS AT LAW

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RETAINER AGREEMENT

March 09, 09
February 16, 2009

Dear Mr. Domingo Hernandez:

1. The purpose of this letter agreement is to confirm the terms and conditions under which our Firm will undertake to represent you ("Client") in connection with the foreclosure defense of your property located 66 Onondaga, Yonkers, NY 10704.

2. Although Christopher R. Cabanillas, Esq. and the staff of Cabanillas & Associates, P.C. will be principally responsible for this engagement, it is anticipated that other lawyers and/or personnel, that work "of counsel" to the Firm may become actively involved, including, but not limited to the attorney Jan H. Riley, Esq. and/or the paralegal Ernest Gorriti. Please note that Attorney Cabanillas is admitted before the Courts of New York and California, and that Attorney Riley is admitted before the Courts of New York and Texas. Our billing rates are \$350 per hour for each attorney that works on the matter. Time devoted by paralegals to client matters is charged at a rate of \$175 per hour. Notwithstanding the foregoing we agree represent you in this matter for a flat fee of \$7,500, which shall cover all anticipated motion practice expenses for 1 year from the date of this agreement. This fee shall be payable in 4 payments, with the first payment of \$1,250 immediately due, the second payment of \$1,250 due by ~~March 1, 2009~~ *May 16, 2009*, \$2,500 due by ~~May 16, 2009~~ *July 9* and the final payment of \$2,500 due ~~August 10, 2009~~ *October*.

3. At this time, we acknowledge receipt of \$ _____ towards the fees. Fees and expenses will be payable within 10 days after the due. We also reserve the right in our discretion to terminate our services and resign the representation of Client in the event that any of our invoices for fees and expenses remain unpaid (in whole or in part) after the due date for such statement and 10 days after we have notified Client in writing that we intend to resign if such statement is not fully paid. Client expressly agrees and consents to our right to terminate and resign as set forth in this paragraph.

4. Our engagement to represent you will be deemed to have terminated when we have completed the services contemplated by this letter or, if earlier, at any time that a period in excess of twelve months elapses during which you do not request and we do not furnish any billable services to you.

5. You agree that we may dispose of all files pertaining to each of the matters described above at any time after 5 years have elapsed after we have last performed services on such matter. Such disposal will be accomplished in a manner that will protect the confidentiality of such files. You reserve the right to request, at any time before disposal of files, copies of any materials contained in such files. You recognize that our lawyers may, in exercising their judgment while working on a matter, discard certain documents, such as interim drafts, the retention of which they do not believe to be significant to the protection of the client's interest.

We are pleased to have this opportunity to be of service to you.

Very truly yours,

Christopher R. Cabanillas, Esq.

AGREED TO AND ACCEPTED:


DOMINGO HERNANDEZ